UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

Reg. 16.44

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant
SONTHEIMER AND COMPANY, INC.
4 West 58th Street, New York, N.Y.

Name of Foreign Principal JAMAICA TOURTST BOARD

Check Appropriate Boxes:

- 1. [x] The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- 2. [] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3. [] The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
- Describe fully the nature and method of performance of the above indicated agreement or understanding.

TERMINATED SEE Supplement 2/15/68.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant is engaged by Jamaica Tourist Board for the purpose of conducting tourism public relations for Jamaica in the United States and Canada.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹/ Yes [] No [x]

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B June 19, 1967

Name and Title Morton Sontheimer, President

Signature

GPO 915.474

Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AN AGREEMENT made the day of June one thousand nine hundred and sixty-seven BETWEEN THE JAMAICA

TOURIST BOARD, a body corporate established under the Tourist Board Law 1954 having its offices in Harbour Street, Kingston (hereinafter called "the Board") of the one part and SONTHEIMER AND COMPANY INC. a body corporate formed and existing under the Laws of the State of New York, United States of America having its offices at 1 Rockefeller Plaza, New York aforesaid (hereinafter called "the Agent") of the other part:

WHEREBY IT IS AGREED as follows:-

- 1. The Board hereby appoints and employs the Agent as its agent for the purpose of providing publicity and public relations services and the Agent agrees to act as such agent upon the terms and conditions hereinafter contained.
- 2. This agreement shall take effect from the 1st day of April 1967 and shall continue in force until terminated by either party giving to the other three months' previous notice in writing expressed to expire on the 31st day of March 1968 or on any other date thereafter.
- 3. (1) The Agent's activities on behalf of the Board shall be directed to the United States, Canada and Jamaica. However, the Agent agrees to give its professional assistance and counsel to similar projects elsewhere initiated by persons or agencies approved by the Board as furthering their objectives.

In addition to its public relations services, the Agent will provide all reasonable assistance to other activities of the Board when requested by the latter.

(2) The Agent's duties shall include liaison with travel editors, travel writers, disseminating news and information about Jamaica to press, radio and T.V. and arranging for

the publication of tourist articles in newspapers, magazines, etc. When teams travel to the U.S.A. and Canada on promotional trips, the Agent shall arrange all press conferences, appearance on T.V. and radio, receptions and other functions required by the Board. It shall also arrange for press clippings to be supplied.

- 4. The Agent agrees to devote to the Board's activities the full-time services of a Director, an Assistant Director, a Writer and two secretaries in the United States, plus part-time supervision by the Director of the Agent's New York office plus part-time executive direction of the President of the Agent.
 - The Agent agrees to operate within Jamaica with a writer and a competent photographer who will be satisfactory to the Board and shall be subject to the discipline, rules and regulations of the Board. If any of the said persons prove other than satisfactory to the Board, the Agent agrees to replace such person or persons.
 - 6. (1) The Board agrees to provide, maintain and bear the cost of in Jamaica:
 - (a) A suitable automobile on a full-time basis for use in connection with the photographer's duties.
 - (b) Suitable offices and a photographic laboratory adequately equipped and furnished.
 - (c) Necessary subscriptions, stationery and similar items of office use for the writer and photographer.
 - (d) Telephone, telegraph and postage costs within Jamaica and to the United States from Jamaica, and normal air cargo costs (mostly photo shipments) from Jamaica to the United States.

- personnel to replace the Agent's staff in Jamaica then the Board will pay the travel expenses of the new staff and their families to Jamaica. The Board will also pay the cost of shipping their personal goods and effects to Jamaica. The Board will also pay the cost of transporting personal goods and effects to the homes in North America of any personnel being replaced.
- (1) The Agent shall be responsible for the payment 7. of all salaries for the staff in its New York office as well as the salary of its writer in Jamaica and the salary of the competent photographer in Jamaica. The Agent will also be responsible for all its own office expenses and overheads to cover rent, utilities and services. In consideration of its services hereunder the Board will pay to the Agent \$149,262. in respect of the period April 1, 1967 to March 31,1968 made up as shown in Schedule "A" attached hereto. This amount, however, is subject to adjustment should there be any change in the salaries provided that any increase has received the prior approval of the Board. Payments shall be made in equal monthly instalments on the first day of each month. mentioned in Schedule "A" for Salaries. New York office expenses and Overheads after the 31st, March 1968 will be subject to amendment by mutual agreement in writing by the parties hereto.
- (2) From time to time the Agent will be called upon to make disbursements in the U.S.A. on behalf of the Board and for this purpose a budget will be set up for the period April 1, 1967 to March 31st 1968 of \$32,083, details of which are set out in Schedule "B" attached. The Agent agrees to render bills supported by vouchers to the Board for such expenditure as soon as possible after the end of each month.

(3) The Board will continue its practice of maintaining in the hands of the Agent an imprest fund of \$2,000.00 of the Schedule "B" budget at all times for the duration of this contract.

Any dispute arising between the parties hereto 8. shall be referred to arbitration in accordance with the provisions of the Arbitration Law, Cap. 19 of the Revised Laws of Jamaica, or any statutory amendment or modification thereof.

DATED this

1916 day of

SIGNED on behalf of the

JAMAICA TOURIST BOARD by ERIC STUART SHARPE, Director of Tourism, and JOHN FORSTER HEBDEN, Secretary, in the presence of:

signed by Morton Sontheimer, President of SONTHEIMER AND

COMPANY INC. in the presence

SCHEDULE "A"

SALARIES

(Full) N.Y. Director

N.Y. Assistant

N.Y. Secretary

N.Y. Stenographer

Jamaica writer

Photographer in Jamaica

(Part) President

N.Y. Office Director

N.Y. Assistant

Temporary help

\$103,966.00

N.Y. OFFICE EXPENSES

to include office supplies and other pro-rated costs.

3,500.00

OVERHEADS

Rent, utilities and services, depreciation of furnishings and equipment, legal services, interest on loans, taxes contingencies with remaining balance to be company fee.

\$ 41.796.CO

\$ 149,262.00

nBu SCHEDULE

TRAVEL

To cover travelling expenses of all U.S. staff on behalf of the Board as also of travel anywhere by the President of the Agency

\$ 7,500.00

PHOTOGRAPHY

Laboratory charges for mass production of prints \$ 1,500.00

COMMUNICATIONS

Cables, telegrams, telephones, postage and mailings, freight and air cargo, messenger service etc., etc.

..... \$ 4,700.04

MISCELLANEOUS

Press clippings, subscriptions, reference books, entertaining, local transportation, fringe benefits (payroll taxes, workmen's compensation, disability insurance, major medical insurance) accountants' \$17,383.0 fees, etc.

CONTINGENCY

\$ 1,000.0

\$32,083.0